

IN THE COUNTY COURT OF DESOTO COUNTY, MISSISSIPPI

**JEAKORIE PEACE, INDIVIDUALLY AND
JEAKORIE PEACE AS THE NATURAL FATHER AND
NEXT OF FRIEND TO COLIN PEACE, A MINOR CHILD**

PLAINTIFFS

V.

CAUSE NO.: 002015-1196CD

**STATE FARM MUTUAL AUTOMOBILE
INSURANCE COMPANY;
AND JOHN DOES 1-5**

DEFENDANTS

COMPLAINT

(PLAINTIFF DEMANDS TRIAL BY JURY)

COME NOW Plaintiffs, JEAKORIE PEACE AND COLIN PEACE (sometimes referenced to as "Plaintiffs") and files this, their Complaint against Defendants State Farm Insurance Company and John Does 1-5 (collectively referenced as "Defendants"). In support thereof, Plaintiff would show unto this Honorable Court the following:

1. Plaintiff, Jeakorie Peace, is an adult resident of Southhaven, Desoto County, Mississippi. He may be served with process of this Court by and through his attorney, whose name and address are provided below.

2. Plaintiff Colin Peace, was a passenger in the vehicle when the accident occurred.

3. Defendant State Farm Mutual Automobile Insurance Company, address is One State Farm Plaza D2, Bloomington, IL 61710-0001. Based upon information and belief, this Defendant may also be served where found within Bloomington, IL.

4. Defendants, John Does 1-5 are other individuals, persons, businesses, corporate persons or entities who may be liable for all or part of the acts and/or omissions committed

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Adrian H. Morgan
CIRCUIT COURT CLERK

resulting in the subject incident which involved and resulted in the causes of action alleged by the Plaintiff herein from which the Plaintiffs may seek recovery of damages. Plaintiff specifically reserves the right to supplement and/or amend this Complaint.

JURISDICTION AND VENUE

5. Pursuant to Miss. Code Ann. § 9-9-21 (2007), County Court has original subject matter over all matters in equity and at law where the amount in controversy shall not exceed, exclusive of costs and interest the sum of Two Hundred Thousand (\$200,000.00) Dollars, or such other amount as set or amended by statute.

6. This Court has personal jurisdiction over all the Defendants in the instant suit who reside or may be found in the State of Mississippi, or who have qualified to do business in the State of Mississippi and have appointed a registered agent to accept service of process. Additionally, the allegations which caused and/or contributed to the subject accident occurred within the confines of Desoto County, Mississippi. As a result, venue is properly fixed in Desoto County, Mississippi.

7. Pursuant to Miss. Code Ann. 11-11-3 (2006), venue is proper in County Court of Desoto County, Mississippi in that a substantial event that caused the injury occurred within Southaven, Desoto County, Mississippi.

FACTS

8. On or about April 13, 2015 Plaintiff Jeakorrie Peace was lawfully operating his vehicle, a 2008 Grand Prix vehicle, on 1510 Nail Road in Southaven, Desoto County, Mississippi.

9. At all relevant times, Plaintiff was lawfully operating his vehicle in compliance with the laws of the State of Mississippi.

10. A true and correct copy of the Mississippi Uniform Accident Report has been incorporated herein by reference only as "Exhibit A."

DAMAGES

11. Plaintiffs re-allege and incorporate herein the foregoing allegations of this Complaint as if set forth herein in their entirety.

12. As a result of the act(s) and/or omission(s) of the Defendant, Plaintiff seeks the recovery of any and all kinds of general, compensatory, economic, expectation, statutory, incidental, consequential, lost profits, property damages, loss of wages, and any other type of damages incurred as a result of this incident, including but not limited to the court's jurisdiction in actual damages, plus cost, interests, attorneys' fees and expenses, lost profits, expectation, statutory, incidental, consequential and other kinds of damages.

BREACH OF CONTRACT

13. Plaintiffs incorporate herein by reference their above and foregoing Complaint as otherwise stated herein.

14. Plaintiffs immediately notified the State Farm Defendants at or near the time of the subject accident.

15. Plaintiff Jeakorie Peace, at all relevant times, had a contract of insurance with the State Farm Insurance Company.

16. Said policy covered any and all uninsured and/or underinsured motorist (UM/UIM) claims which arose out of the subject accident described herein.

17. Said policy covered Plaintiff Colin Peace, a minor child, as he was a guest passenger and family members of Plaintiff Jeakorie Peace.

18. Upon learning that Joseph Williams, the at fault, liability driver, did not have liability insurance coverage at or near the time of the subject accident, Plaintiff immediately notified the State Farm Defendants.

19. It cannot be genuinely disputed that Plaintiff Jeakorie Peace's State Farm policy had UM/UIM coverage at or near the time of the subject accident described herein.

20. It cannot be genuinely disputed that Plaintiffs timely submitted their UM/UIM claim to the State Farm Defendants for payment.

21. These Defendants have refused to pay Plaintiffs UM/UIM benefits, as well as property damage claims. These Defendants have also refused to pay Plaintiffs loss of wages, present medical expenses, future medical expenses, and non-economic damages such as pain and suffering, loss of enjoyment of life, and hedonic damages.

22. As a result, these Defendants have breached their contract of insurance with the Plaintiffs.

23. As a result, Plaintiffs are entitled to recover damages against and from the State Farm Defendants in this matter.

BAD FAITH REFUSAL TO PAY INSURANCE CLAIM

24. Plaintiffs incorporate herein by reference their above and foregoing allegations as otherwise stated herein.

25. Plaintiffs immediately notified the State Farm Defendants at or near the time of the subject accident.

26. The State Farm Defendants have refused to pay any and all of Plaintiffs' claim under their contract for insurance coverage.

27. The State Farm Defendants do not, nor have they ever provided, a legitimate reason for their denial of owing coverage under the State Farm Insurance contract.

28. The denial of insurance coverage in a first party claim must be paramountly considered by any insurance company—including these State Farm Defendants.

29. The State Farm Defendants, without legitimate cause and/or rationale, have yet to tender that amount which they undisputedly owe to the Plaintiffs in this matter.

30. No amount for property damage has been tendered to Plaintiff Jeakorle Peace to date for the damages done to his vehicle, although the State Farm Defendant became aware very early on that the responsible party did not have liability insurance coverage. These actions are tantamount to bad faith refusal to pay an insurance claim.

31. As a result and based upon these undisputed facts, Plaintiffs are entitled to damages in this matter, including but not limited to punitive damages.

PUNITIVE / EXEMPLARY DAMAGES

32. Plaintiffs re-allege and incorporate herein the foregoing allegations of this Complaint as if set forth herein in their entirety.

33. Pursuant to Miss. Code Ann. § 11-1-65, inasmuch as the conduct of the Defendant constitutes willful, wanton, egregious and reckless conduct, an award of punitive damages is appropriate and necessary under these facts.

RIGHT TO AMEND PURSUANT TO MISS. R. CIV. P. 15

34. Pursuant to Rule 15 of the Mississippi Rules of Civil Procedure, Plaintiffs reserve the right to name additional defendants should later facts establish that others are liable herein.

JURY TRIAL DEMANDED

35. Plaintiffs demand a jury trial.

36. Plaintiffs seek an award in this action commensurate with the full extent of their injuries and damages.

WHEREFORE, PREMISES CONSIDERED, Plaintiffs pray that upon final trial hereof he be entitled to take, have and recover, of and from said Defendant the above damages, including economic, non-economic, actual, compensatory, punitive, pre-judgment interest, post-judgment interest, costs of Court, and for such other and further relief to which they may show themselves to be justly entitled.

This the 28th day of August, 2015.

Respectfully submitted,

JEAKORIE PEACE, INDIVIDUALLY; AND
JEAKORIE PEACE ON BE HALF OF COLIN
PEACE, A MINOR CHILD
PLAINTIFFS

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